

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

60387

FILE: B-185235

DATE: January 14, 1976

MATTER OF: Eagle Press Corporation

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235**DIGEST:**

Bidder's request for contract modification to remedy alleged mistake in estimation of amount of paper required to perform contract cannot be granted since contracting officer adequately discharged his bid verification duty prior to acceptance by calling to bidder's attention noticeable variance between its total bid and next low bid and bidder verified bid.

This decision involves a mistake in bid by Eagle Press Corporation alleged after an award to it by the Government Printing Office (GPO) of a contract for the production of 4,190,000, 32-page pamphlets.

GPO solicited bids for the contract from 20 firms and on August 21, 1975, received seven bids as follows:

Eagle Press	\$ 86,514.00
Braceland Bros	117,188.00
Craftsman Press	118,500.00
Gateway Press	133,000.00
Cato Show	145,586.00
Wellington Publication Press	148,984.00
The Art Litho	157,950.00

No GPO estimate of cost was made. A previous printing of 1/2 the quantity requested in the present invitation for bids was purchased for \$65,790 in August 1974. However, paper prices in August 1974 were substantially higher because of the extreme paper shortage at that time.

Because of the significant variation in price between the low bid of Eagle Press and the next lowest bid, and in view of the previous printing cost, Eagle Press was orally requested on August 22, 1975, to review and confirm its bid. GPO records made at the time

of the request show that Mr. Aquilla of Eagle Press orally advised that the price was "O.K." Eagle Press was notified by telephone on August 25, 1975, that it had been awarded the contract.

On October 13, 1975, Eagle Press protested to GPO, alleging that they had mistakenly computed their total bid price due to an error in estimating the amount of paper that would be needed to perform the contract. Eagle Press stated that they had computed their bid on the basis of 244,021 pounds of paper at .185 cents per pound, totalling \$45,144, whereas the amount actually needed to perform the contract was 377,477 pounds of paper at .185 cents per pound, totalling \$69,833. Eagle Press did not furnish its estimate sheets or any other documentation which would indicate the amount of paper calculated in the preparation of their bid. They state that they do not know how the error occurred.

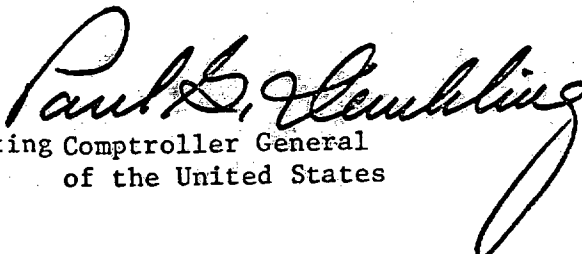
Generally, when a bid has been accepted by the Government, the bidder is bound to perform the resultant contract and must bear the consequences of its unilateral mistake. Saligman et. al. v. United States, 56 F. Supp. 505 (E.D. Pa. 1944). However, a contracting officer having actual or constructive notice that the bidder made a mistake must verify the bid. 37 Comp. Gen. 685 (1958); Ubique Ltd., B-180610, August 12, 1974, 74-2 CPD 90. The contracting officer must apprise the bidder of the mistake which is suspected and the basis for such suspicion. See 44 Comp. Gen. 383, 386 (1965); Say Steel Company, B-180285, January 25, 1974, 74-1 CPD 33.

In the present case, the contracting officer suspected that there might be an error in Eagle Press' bid since there was a noticeable difference between its bid price and that of the next low bid. However, the contracting officer was not placed on constructive notice of the exact nature of the error, viz, the mistake in the estimation of paper required, since the contracting officer did not know at the time he verified the bid what amount of paper Eagle Press had used in computing its bid. Consequently, the contracting officer adequately discharged his bid verification duty by directing the attention of Eagle Press to a possible error in its bid. Porta-Kamp Manufacturing Company, Inc., 54 Comp. Gen. 545 (1974), 74-2 CPD 393; General Time Corporation, B-180613, July 5, 1974, 74-2 CPD 9.

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Therefore, we find that the acceptance of Eagle Press' bid, after the contracting officer had discharged his bid verification duty, was made in good faith and constituted a valid and binding contract.

Accordingly, there is no legal basis for granting the relief requested.


Acting Comptroller General
of the United States